

MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
95-59	7/11/96	A&P INVESTORS, INC.
95-59	7/11/96	AMBASSADOR APARTMENTS, IN
95-59	7/11/96	AMURCON REALTY COMPANY
95-59	7/11/96	CARRIAGE APARTMENTS HOUSE
95-59	7/11/96	LA PLAZA APARTMENTS
95-59	7/11/96	MEADOW WOOD
95-59	7/11/96	ORCHARD PARK
95-59	7/11/96	SHERWOOD CROSSING

TOTAL: 8

A&P INVESTORS, INC.

An Affiliate of
THE VININGS GROUP

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July 9, 1996

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

Re: Restrictions on Over-The-Air Reception Devices, CS Docket No. 96-83; and
Preemption of Local Zoning Regulation of Satellite Earth Stations, IB Docket No. 95-
59

Dear Mr. Caton:

As regional property manager for A & P Investors, I have responsibility for ten properties and approximately 2000 multi-family apartment units. The above referenced proposed rules could have a major impact on the lease agreements already in place with our tenants.

I would like to ask your assistance in clarifying exactly how the terms "nongovernmental restrictions" and "impairments" will impact the enclosed lease agreement.

Please contact me at your earliest convenience with any assistance you can provide in determining the extent of the impact should these rules come into existence.

Please note enclosed are 13 copies of this letter for filing in the record.

Thank you.

Sincerely,

Faye Morgan

Faye Morgan
A & P Investors, Inc.

FM/rs

No. of Copies rec'd 0
Usr: 0000

RULES AND REGULATIONS GOVERNING OCCUPANCY

FOR THE COMFORT AND CONVENIENCE OF ALL TENANTS AND TO INSURE PROPER USE AND CARE OF THE PREMISES, THE LESSEE (TENANT) AGREES TO THE FOLLOWING RULES:

1. Whenever the word "Lessee/Resident/Tenant" is used in these rules and regulations, it shall be taken to apply to and include the Lessee and his servants, employees, business and social guests, and is to include such number and gender as the circumstances require.
2. The Lessee shall not interfere in any way with any part of the heating, lighting, refrigerating or cooking apparatus or controls, electrical, or telephone equipment in or about the leased premises or in the public areas. The Lessee shall be held responsible for damage caused by unreported leaks. The Lessee may adjust the temperature setting of the supplied refrigerator and that of the heating thermostat and air conditioning.
3. Lessor has established the following occupancy standards:

<u>No. of Bedrooms</u>	<u>Occupants</u>	
	<u>Min.</u>	<u>Max.</u>
1	1	2
2	2	4
3	4	6
4	6	8

Children of the opposite sex may occupy the same bedroom until they reach the age of six (6).

4. Lessee agrees not to do anything in the premises, or bring or keep anything therein which may in any way increase the risk of fire or which shall conflict with fire laws or regulations of the fire department or with any insurance policy on the building.
5. The Lessor reserves the right to designate the time, routing and method of delivery or removal of any freight packages, furniture, goods, food or other articles to, from, or within the building.
6. The Lessee agrees that no moving van, truck, or trailer will be driven onto the sidewalk or grass for any reason, and should the Lessee or a moving van acting as Lessee's agent violate this regulation, the Lessee shall be responsible for any damage caused.
7. Profane, obscene, loud or boisterous language or unseemly behavior and conduct is absolutely prohibited. No tenant shall make or permit any disturbing noises by himself, his family or his guests; tenants are responsible for their guests' actions while on the premises. Tenants or guests are not permitted to annoy, harass, embarrass or inconvenience any of the other occupants in said or adjoining premises.

Quiet time is 10:30 P.M.! Children must be inside. No alcoholic beverages shall be consumed outside the apartments, on the grounds, or in the parking areas.
8. The sound of musical instruments, radios, TV, stereos and singing at all times shall be limited in volume to a point that is not objectionable to other tenants.
9. Breezeways, stairways, entrances, or walkways shall not be obstructed with grills, bicycles, motorcycles, toys, etc., and used for any other purpose other than to enter into and exit from buildings. Each resident is responsible for keeping breezeways clean in their area. Children may not eat meals outside apartments.

10. Containers are provided in convenient locations for disposal of trash, etc. Residents are required to use these containers for disposal of all trash. Do not allow small children to put trash in dumpsters. They cannot reach doors and residents will be charged for unnecessary littering.
11. No signs, signals, advertisements, illumination awnings, window guards, TV towers, or radio aerials shall be placed on buildings.
12. No persons shall congregate, lounge, play, sit, obstruct or unnecessarily tarry upon, within or about any of the entrances, halls, passageways, stairs, or walks. No cars shall be parked as to block the entrances to any building, dumpster and driveway, any sidewalks, and parked car or at any point where "No Parking" signs are now, or may be hereafter posted.
13. No disabled or non-licensed cars, trucks or other vehicles will be allowed on the premises. Management reserves the right to have any vehicle towed away in event of violation of this rule, and expense will be borne by resident. Only very minor car repairs such as flat tires or battery replacement will be permitted. No vehicle parts can be left on the grounds.
14. Cars shall be parked only in the off-street parking areas designated by the manager. The parking of boats, trailer, or commercial vehicles anywhere on the property is prohibited. The management reserves the right to have any vehicles towed at the Owner's expense for failure to comply with parking regulations.
15. Motorcycles must be parked in parking spaces provided in the parking lot and may not be ridden in the complex except to enter complex and leave complex. At no time are they permitted on walks or grassy areas, breezeways, or in units.
16. The washing or hosing downs of automobiles is prohibited on the premises.
17. Management will furnish first set of light bulbs. Replacements are your obligation.
18. Please do not waste utilities. Report water leaks and electrical problems to the office immediately.
19. Efficient maintenance service is provided. All maintenance complaints must be reported to Manager's office. Maintenance problems will be corrected during normal business hours daily, except in case of extreme emergency. Hours shall be 8:00 to 5:00, Monday thru Friday, and an emergency telephone number is posted on the office door (if there are any variations of these hours, it will be posted on office door). In case of extreme emergency, and you are unable to contact the office, please call the local fire or police department.
20. Do not put improper articles in plumbing fixtures. This can cause serious damage and the cost of damage repairs will be borne by the resident.
21. We have provided a coin-operated laundry on the premises for your convenience. Hours daily. Children shall not be allowed to play in the laundry room. Parents will be held responsible for their children's conduct.
22. Your apartment will be clean and in order when you take possession. You shall be responsible for keeping it in order. Periodic inspections by management and FmHA will be made to check for violations. Tenant agrees not to paint or install wallpaper, contact paper, mirror tile in the unit or to make any other alterations in the unit.
23. You will be provided keys to doors and mail boxes, which shall be returned to the office upon vacating. You will be charged for extra keys. The management will not be responsible for lockouts. No additional locks shall be affixed to any door except by written consent of the manager; nor shall any existing locks be changed by the resident.

24. Report immediately to the office the names of persons whom you may have visiting who are not included in your lease. Over-night visitors who stay with a resident more than one week or seven days in a sixty-day period will be considered occupants. This will necessitate interim recertification of the resident, and may violate the resident's eligibility for residence in the project.
25. All requests for service shall be made by you directly to the office. Avoid sending messages by others and avoid stopping employees on the street to request service.
26. No one is permitted to operate a business or have roomers or boarders in their apartment. Do not place signs or notices of any kind on grounds, buildings or in windows. This includes babysitting.
27. Play areas are provided on the property; supervise your children as you are responsible for their conduct.
28. Upon taking occupancy, we will instruct you as to the use of appliances and heating systems. If for any reason you do not understand operation of such, please advise the office and we will be happy to help you.
29. All utilities for which the resident is responsible must be put in the resident's name before moving into the apartment. A copy of the receipt for utility deposits must be shown to the Manager before the resident will be allowed to move in.
30. Avoid setting heat thermostats too high, and while cooking never leave your range unattended. Grease fires are easily started and most dangerous. Report any type of fire to the office immediately.
31. Residents will be held responsible for any unnecessary damages to their apartments, buildings or lawns caused by themselves, family or guests. Waterbeds will not be permitted unless proof of Waterbed Insurance is purchased by the Lessee. A copy of the Policy must be submitted to the Resident Manager prior to placing the waterbed in the unit. A renewal must be submitted to the Manager annually.
32. Lessor shall not be responsible for any article delivered to or left with any employee. Lessor shall not be responsible for items left behind upon vacating.
33. In the event of a rent adjustment, Tenant agrees to pay such increase as may be applicable beginning on the first day of the month following approval of the increase.
34. Firearms, fireworks, B.B. guns, or slingshots will not be allowed on the premises under any circumstances by residents or their guests.
35. In no event shall there be any portable space heaters used in or about the leased premises whether electrical, kerosene, or any other type fuel.
36. All drapery backing which faces the exterior must be white in color.
37. Lessee shall be responsible for securing renter's insurance on personal belongings in case of fire, water damage, or other disaster.
38. Lessor has the right to exterminate any infested unit. Lessee is required to remove contents of cabinets for proper extermination, if requested by management.
39. Monthly rental payments are due on the first day of the month. A late charge of \$10.00 will be assessed for any payment made after then tenth day of the month in which a rent payment is due and unpaid. Rent for part of a month will be pro-rated on the basis of a thirty day month.

40. If a rent check or security deposit check is returned for insufficient funds, the resident will be allowed two days to redeem the check with cash. If the resident does not do so within two days, management will take steps in accordance with state law to prosecute and collect. Any resident who has a check returned for insufficient funds will be required to pay all future rent in cash or with a money order or cashier's check. An insufficient fund check for rent will be subject to a NSF charge and late fee. An insufficient fund check for a security deposit will be subject to an NSF charge.
41. Notice to vacate must be given in writing at least thirty (30) days prior to the date of vacating. Said notice is to be in the complex office by the first day of the month.
42. Persons with visual or hearing impairments who use guide-dogs and persons residing in projects specifically designated for the elderly/handicapped may have a pet within the limitations of the Pet Rules. Pet Rules are available from the on-site manager.

#1 _____
APARTMENTS

#2 _____
MANAGER

I (We) have read and understand, and agree to abide by, the above rules and regulations.
I (We) understand that one or more violations of these rules could result in termination of my (our) tenancy in this complex.

#3 Date: _____ #4 Signed: _____
Tenant

#3 Date: _____ #4 Signed: _____
Tenant

THIS SET OF RULES SHALL BE ATTACHED TO AND BECOME A PART OF THE LEASE.